



Request For Qualifications - HSS 01-06 For Therapeutic Treatment Services

I. Scope of Work

A. Purpose

The County of San Bernardino Health and Human Services System (HSS) and the Department of Children's Services (DCS) hereafter referred to as the "County" is seeking interested, qualified private practice applicants who are **Licensed** Psychologists, Psychiatrists, **Licensed** Clinical Social Workers or **Licensed** Marriage and Family Therapists who can assess and treat a variety of psychosocial problems exhibited by DCS clients. Eligible applicants who are employed with Counseling Agencies/Organizations may also apply. Contracts awarded will be on a fee-for-services basis for a one year period and may be extended for up to two additional twelve (12) month periods at the discretion of the County, based upon the availability of funds and Contractor performance.

B. Definitions

Abuse- Physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporal punishment or neglect inflicted on an individual or persons by another individual or persons.

Board of Behavioral Sciences (BBS)- The branch of the Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage, family and child counseling and/or clinical social work.

Contractor- The applicant or proposer selected to enter into an agreement with the County to provide services pursuant to this RFQ. The terms Contractor, Vendor and Service Provider are used interchangeably.

Licensed Clinical Social Worker (LCSW) - License holders are authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families, and groups to improve the clients' quality of life.

LiveScan- Background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints which is automatically transferred, along with personal descriptor information, to central site computers at the Department of Justice.

Marriage and Family Therapist (MFT) - License holders are authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the clients' interpersonal functions. (Prior to 07/01/99 license title was Marriage Family and Child Counselor (MFCC)).

Marriage Family and Child Counselor (MFCC) - Licenses issued prior to 07/01/99 authorized holders to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the clients' interpersonal functions. (Effective 07/01/99 license title changed to "Marriage and Family Therapist" (MFT)).

Neglect- Acts and omissions by a person or persons responsible for an individual's (usually a child) welfare who maltreats or mistreats under circumstances indicating harm or threatened harm to the individual's health or welfare.

Private Practice- A clinical setting other than a government entity, school, college or university; nonprofit and charitable corporation; or licensed health facility.

Psychological Evaluation - A system of assessing an individual's development, behavior, intellect, personality, emotional and social functioning. Methods that may be used by the therapist may include but are not limited to interviewing and observing the client and administering mental competence tests.

Psychological Test- A professionally developed instrument used to measure an individual's skills, abilities and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only.

Request for Qualifications (RFQ) - The document used to solicit and evaluate interested applicants and/or agencies/organizations to determine if they possess the required qualifications and experience to provide specified services. The purpose of this RFQ process is to establish a list of pre-qualified service providers. After eliminating respondents who do not meet the criteria of the RFQ, the County may issue contracts to those certified as qualified.

C. Reference Documents

The Human Services System has copies of the following materials available for review:

- ➔ Welfare and Institutions Code Sections 18290-18307, 10850 and 827 (Confidentiality).
- ➔ California Board of Behavioral Sciences (BBS) Business and Professions Code Sections Chapter 13, Article 1-7, Sections 4980-4998.7

Copies of these materials are available for review by appointment Monday - Thursday, 8:00 a.m. - 4:00 p.m., at the Human Services System Contract Administration office located at:

150 South Lena Road
San Bernardino, CA 92415-0515

D. Program Description

The objective of the RFQ for Therapeutic Treatment Services is to contract with licensed and qualified applicants to provide counseling services and treatment plans for children

and families who are victims or perpetrators of abuse/neglect or who are at risk of such circumstances as determined by County investigations. The primary client base to be served is individuals who are ineligible for Medi-Cal and/or individuals who are not covered under private insurance plans. Currently, on a referral basis, therapeutic services are being provided throughout the County of San Bernardino by licensed therapists and are paid by purchase orders.

Applicants must be skilled in one or more of the following areas: administering in-depth psychological tests, performing psychological evaluations and assessments, conducting one-on-one and family therapy sessions and engaging children and adults in innovative counseling techniques. Furthermore, applicants should devise treatment plans that include strengths-based and holistic family-based therapeutic intervention strategies that will improve the emotional and psychosocial well being of the child and family unit and prevent future individual and family crises/abuse. Applicants must have the ability to develop and maintain professional and therapeutic relationships with all County-referred clients.

Applicants who are awarded contracts shall provide a variety of verbal and/or routine typewritten reports and recommendations based on psychological tests, psychological evaluations and counseling sessions and assessments with the client and provide such information to County social workers and juvenile court. These types of reports shall be accomplished without additional charge to the County. Additionally, Contractors may be required to write specialized and/or lengthy typewritten reports (four+ pages) for County social workers and Juvenile Court. Contractor will be reimbursed at the agreed upon hourly fee for these types of reports.

Therapeutic services are needed in all geographical areas in the County; however, special consideration may be given to applicants who propose to provide services in the desert and mountain communities since there is a dearth of providers in those areas. The chart below illustrates the various regions. **APPLICANTS MUST INDICATE ON THE QUALIFICATIONS APPLICATION THE REGION (S) WHERE SERVICES WILL BE PROVIDED.**

Region	Representative Cities
West Valley	Rancho Cucamonga, Ontario, Fontana
Central Valley	Rialto, Bloomington
East Valley	San Bernardino, Colton, Highland, Redlands
Northern Desert	Apple Valley, Barstow, Hesperia, Victorville
Eastern Desert	Joshua Tree, Yucca Valley
Mountain Communities	Crestline, Lake Arrowhead, Running Springs
Mountain Communities	Big Bear

II. RFQ Submission

A. Eligible Applicants

Qualifications Applications are invited from interested **LICENSED** Psychologists, Psychiatrists, Clinical Social Workers and Marriage and Family Therapists who have a record of providing effective direct counseling and treatment services to children and families for a **minimum of two years**.

B. Presentation

1. One (1) completed original of the Qualifications Application, **including Attachments A through D**, and one (1) copy must be submitted in a sealed envelope marked with the Proposer's name and the words "CONFIDENTIAL - Therapeutic Treatment Services RFQ HSS 01-06."

C. Minimum RFQ Requirements

All Applicants must:

- Maintain the following Indemnification and Insurance Requirements:

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

- Maintain a current active and valid professional license to render psychological and therapeutic counseling services within the State of California.
- Consent to a LiveScan fingerprinting and background check at the expense of the County.
- Have the ability to comply with the RFQ delivery or performance schedule.
- Have the ability to maintain professional relationships and open communication lines with County social workers.
- Have the ability to write a variety of reports and recommendations based on psychological tests, psychological evaluations, counseling sessions and assessments with the client and provide such information to the County social worker and/or Juvenile Court.
- Have the ability to appear and testify in Court as to the progress that the client is making or has made.
- Have the ability to maintain adequate files and records, which are subject to confidentiality requirements and meet statistical reporting requirements.
- Have the administrative and fiscal capability to manage the proposed services and to ensure an adequate audit trail.
- Maintain a tracking system to ensure that County-referred clients are not eligible to receive therapeutic treatments/counseling services under Medi-Cal or other private insurance plans.
- Have no record of unsatisfactory performance with previous or current County contracts. Contractors who are or have been seriously deficient in previous or current contract performance, in the absence of circumstances properly beyond the control of the contractor, shall be presumed to be unable to meet this requirement.
- Have no record of being disciplined or suspended by the California Board of Behavioral Science (BBS).
- Have the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.

D. CHILD SUPPORT COMPLIANCE PROGRAM

The County of San Bernardino established a Child Support Compliance Program. (County Code Section 110.0101 et seq.). The Program is intended to assist the District Attorney (DA) in locating County employees, contractors and business licensees who owe child, family, and spousal support obligations. This Program is designed to enhance the welfare of dependents by ensuring that those who owe a duty of support are held accountable for their responsibilities, in order to mitigate the County's resultant financial burden.

All contractors doing business with County must (upon request of the District Attorney) submit a completed Principal Owner Information Form (POI Form). Failure by a contractor to submit the POI Form within 90 days of the request shall be grounds upon which the County may terminate a contract. In addition, a new contractor that does not have an existing vendor code assigned by the Auditor/Controller must submit the POI form to the DA (with a copy to the soliciting department) prior to the award of a contract.

E. CHILD ABUSE REPORTING

1. Contractor is a mandated reporter under the Child Abuse Reporting Law, Penal Code section 11164 et seq. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
 - a. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
2. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have supervisory or disciplinary power over a minor, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of an active and valid professional license from the State of California is sufficient proof of DOJ clearance.
3. Contractor shall not employ in any capacity, paid or volunteer, any person who has been convicted of any crime of violence or of any sexual crime and shall, upon discovery of such, terminate the employment of said person. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested for any crime listed in penal Code Section 11105.3 and shall take action to either deny employment or terminate where the investigation shows that the

underlying conduct associated with the arrest renders the person unsuitable for employment, internship, or volunteer services. Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent consultant, intern or volunteer staff, when such information becomes known to Contractor.

F. Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for qualifications being deemed non-responsive.

G. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the county determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, the vendor may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the county is entitled to pursue any available legal remedies.

H. RFQ Therapeutic Treatment Services Qualifications Application

An individual authorized to submit the Qualifications Application and supporting documents on behalf of the organization must complete, sign and submit the Request for Qualifications (RFQ) Therapeutic Services Treatment Qualifications Application, starting on page 9 of this RFQ.

I. Submission Deadline

Applications will be accepted continually with contracts awarded on a quarterly basis. Contracts are tentatively scheduled to be presented to, and awarded by, the San Bernardino County Board of Supervisors on the third Tuesday in July, October, January, and April. In order for your application to be considered for one of these award dates, it must be received in the HSS Contract Administration Office no later than the first Tuesday of the month prior to the award month.

For example: All applications requesting consideration for a contract award in July must be received no later than the first Tuesday in June. Any application received after the first Tuesday in June would not be considered for a contract award in July, but would be considered for a contract award in October.

Facsimile or electronically transmitted qualifications applications submitted prior to the above stated deadlines will be accepted. However, a signed original that is an exact duplicate of the faxed qualifications application must be received within five (5) County business days of the deadline.

All qualifications applications must be submitted to the following address:

County of San Bernardino
Human Services System
Attn: Panda Harris, Contract Administration
Therapeutic Treatment Services - **RFQ HSS 01-06**
150 South Lena Road
San Bernardino, CA 92415-0515

Fax (909) 388-0233
E-mail pharris@hss.sbcounty.gov
Phone (909) 388-0320

III. RFQ Conditions

A. Contingencies

This solicitation does not commit the County to award any contract(s). All costs incurred in the preparation of a submittal to this RFQ are the sole responsibility of the applicant. County reserves the right to accept or reject any or all Qualifications Applications if it is deemed in the best interest of County to do so. County will notify all applicants, in writing, if County rejects all Qualifications Applications.

B. Level of Service

County will make referrals on a match between the prospective client and the service provider with consideration of directives from juvenile court and the client's attorney. County makes no assurance regarding any minimum or maximum number of contracts to be awarded in this RFQ process. Furthermore, for any contracts awarded as a result of this RFQ, the County cannot guarantee a minimum number of County-referred clients to be served by the Contractor.

C. Acceptance of Qualifications Applications

All Qualifications Applications and supporting materials submitted become the property of the County.

D. Evaluation Process

All responses to this RFQ will be subject to a standard review process developed by the County. Primary consideration shall be the effectiveness of the individual professional, agency or organization in the delivery of comparable or related services based on demonstrated performance. Additional factors to be evaluated include but are not limited to, past experience providing specified services and the ability to provide quality services as outlined in the RFQ for Therapeutic Treatment Services Qualifications Application. Applications will also be reviewed for cost reasonableness.

E. Contract Negotiations

County may require the potential contractors selected to participate in negotiations, and to submit revisions to rates, information and/or other items of their initial submittal as may result from negotiations. The contents of the RFQ and submittals of successful Applicants will become contractual obligations, subject to negotiation, and failure to accept these obligations in a contractual agreement may result in cancellation of the award. Standard County contractual requirements, to include insurance provisions, will apply to all contracts awarded.

F. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFQ and to determine if the proposed facilities are appropriate for the proposed services to be provided.

G. Awarding of Contract

Any contract(s) awarded will be based on an evaluation of qualifications received and the overall value of proposed services to the County. The County reserves the right to renew any contract with mutual written agreement of both parties. Any contract(s) resulting from this solicitation will be subject to approval of the San Bernardino County Board of Supervisors.

H. Additional Information

Any correspondence or requests for additional information regarding this solicitation should be addressed to:

Panda Harris, Contract Specialist
County of San Bernardino
Human Services System, Contract Administration
150 South Lena Road
San Bernardino, CA 92415-0515
Phone (909) 388-0320
Fax (909) 388-0233
E-mail pharris@hss.sbcounty.gov



REQUEST FOR QUALIFICATION (RFQ) THERAPEUTIC TREATMENT SERVICES QUALIFICATIONS APPLICATION RFQ HSS 01-06

1. Submitted by (Applicant's Legal Name or Legal Name of Agency/Organization):

2. Business Address: _____
3. Telephone Number: _____
Fax Number: _____
4. Contact Person: _____ Title: _____
5. *Professional License Number: _____

Type of License: _____
Date License was initially issued: _____
Date License was last renewed: _____
6. By submitting the Qualifications Application in response to the RFQ, the applicant or agency/organization understands and agrees with the following statements:
 - a. All costs for developing and completing the Qualifications Application and supporting documents are the responsibility of the applicant or agency/organization and will not be chargeable to the County of San Bernardino.
 - b. The Qualifications Application and supporting documents submitted become the property of the County.
 - c. It is understood that the RFQ, Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
7. The undersigned affirms all statements made in this application are true and complete to the best of his/her knowledge.
8. I hereby affirm I am duly authorized by the governing body to legally bind the applicant or agency/organization to the terms and conditions specified herein.

(Authorized Signature)

(Print Name Here)

(Title)

(Organization Name, if applicable)

(Date)

***Note:** If the RFQ Qualifications Application is being submitted by an agency/organization, please provide professional license numbers and supporting documentation for all individuals who will be providing therapeutic/counseling services. SEE ATTACHMENT B

Instructions for completing background information:

- ◆ Please answer all questions completely. If a question does not apply to you, please indicate Not Applicable (N/A)
- ◆ Please provide an explanation, relevant letters and/or documents on "Attachment A" if your answer is "Yes" to any of the following questions: #2, #3, #10, #11 a&b, #12 and #13.

1. How many years have the applicant or agency/organization been providing mental health, counseling and/or therapeutic services to children and families?

2. Does the applicant or agency/organization have experience working with abused or neglected children/clients? ☐yes ☐no

3. Does the applicant or agency/organization have any experience providing therapeutic services to clients referred by the County's Department of Children's Services or other county departments?
☐yes ☐no

4. What are your areas of expertise?

5. Please list any memberships in professional associations, organizations or societies that are job-related.

6. What is your availability? Please indicate office hours on the chart below.

Weekday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Office Hours							

7. Please indicate the region(s) that you propose to serve.

Region	Representative Cities	Region Served?	
West Valley	Rancho Cucamonga, Ontario, Fontana	<input type="checkbox"/> yes	<input type="checkbox"/> no
Central Valley	Rialto, Bloomington	<input type="checkbox"/> yes	<input type="checkbox"/> no
East Valley	San Bernardino, Colton, Highland, Redlands	<input type="checkbox"/> yes	<input type="checkbox"/> no
Northern Desert	Apple Valley, Barstow, Hesperia, Victorville	<input type="checkbox"/> yes	<input type="checkbox"/> no
Eastern Desert	Joshua Tree, Yucca Valley	<input type="checkbox"/> yes	<input type="checkbox"/> no
Mountains	Crestline, Lake Arrowhead, Running Springs	<input type="checkbox"/> yes	<input type="checkbox"/> no
Mountains	Big Bear	<input type="checkbox"/> yes	<input type="checkbox"/> no

8. Do you accept Medi-Cal insurance? ☐ yes ☐ no What other types of private insurance plans do you accept?
9. What type of billing and tracking system will you establish to ensure that clients are not eligible to receive counseling services under Medi-Cal or other private insurance plans before invoicing the County for services?
10. Has the applicant or agency/organization ever been disciplined by the Board of Behavioral Sciences for **any** reason? ☐ yes ☐ no
- 11a. Is the applicant or agency/organization currently involved in any litigation in connection with any other type of therapeutic treatment services contract(s)? ☐ yes ☐ no
- 11b. Is the applicant or agency/organization currently involved in any malpractice litigation? ☐ yes ☐ no
12. Has the applicant or agency/ organization had a contract unwillfully terminated during the past two years? ☐ yes ☐ no
13. If the Qualifications Application is submitted under an agency/ organization name, is the agency/organization currently delinquent in paying its State/Federal payroll taxes? ☐ yes ☐ no
14. Please attach a copy of your current financial statement. This statement must have been completed within the past 18 months. **(OPTIONAL)**

ATTACHMENT "A"**BACKGROUND EXPLANATION**

- Question#2** Experience working with abused and neglected children/clients?
- Question #3** Experience providing therapeutic services to clients referred by the Department of Children's Services or other County departments?
- Question #10** Disciplined by the Board of Behavioral Sciences for any reason?
- Question #11a** Involved in current litigation in connection with any other type of therapeutic services contract?
- Question #11b** Involved in any malpractice litigation?
- Question#12** Has any contract been unwillfully terminated within the last two years?
- Question #13** Is Agency/organization currently delinquent in paying any State/Federal payroll taxes?

ATTACHMENT "B"**Agency/Organization Personnel
Professional License Information**

Name of Staff Member	Type of License and License Number	Date License was initially issued	Date License was last renewed

Additional Comments:

ATTACHMENT "C"

Synopsis of Services

Please provide a narrative of your plan for delivery of services to County (DCS) referred clients.

ATTACHMENT "C" (Continued)
Synopsis of Services

List the types of therapeutic techniques and psychological testing instruments you utilize.

Tell us about your office facilities and counseling areas/rooms.

ATTACHMENT "D"
Fee Schedule for Counseling Services

Type of Service	Reasonable and Customary Fee
Individual Therapy Session (hourly rate)	
Group Therapy Session (hourly rate/client)	
Psychological Testing (hourly rate)	
Psychological Evaluation (hourly rate)	
Bonding/Attachment Assessment (hourly rate)	
Testifying- Court Services (hourly rate)	
Non-Routine Report Writing (hourly rate)	

In the space(s) below, please indicate reasonable and customary hourly fees for services not listed above that the applicant or agency/organization proposes to provide.

Type of Service	Reasonable and Customary Fee

Additional Comments: